1948

File No. Motor Actv /48

Legal Department

C **BRANCH**

Subject:— Correspondence relating to the Motor advance taken by the officers

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File No. Motor Actv. /48

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Advance.

Motor Car-
Rao Saheb R.T. Katarki
Assistant Remembrancer of
Legal Affairs.

GOVERNMENT OF BOMBAY.
Legal Department,
Resolution No.4092
Bombay Castle, 26th April 1948.

Letter from Rao Saheb R.T. Katarki, LL.B., Assistant Remembrancer of Legal Affairs, dated the 3rd April 1948.

"I have the honour to state that I intend to purchase a new motor car for my use. I therefore request you to be so good as to move Government to sanction to me, under rule 296 of the Financial Rules under Devolution Rule 37(c), an advance of Rs. 6000/- for the purchase of motor car. The advance will be repaid in 48 equal instalments which may be fixed under rule 296(4) of the said rules."

Memorandum to the Accountant General, Bombay, No. 3298 dated the 6th April 1948 forwarding the above for favour of report.

Memorandum from the Accountant General, Bombay No. G. IV sect/408, dated the 22nd April 1948.

"Fund s are available for the payment of the advance during the Current Financial Year. The advance of Rs. 6000/- applied for by Rao Saheb Katarki, Assistant Remembrancer of Legal Affairs will be admissible if Government consider that it is in the interest of public service that he should possess a car for official duties vide rule 296(1) of Financial Publication No. 1. The advance will bear interest at 3½ %. The advance if sanctioned and paid will be recovered in 48 instalments."

RESOLUTION:- Sanction is accordd to the grant of an advance of Rs. 6000/- (Rupees six thousand only) for the purchase of a Motor Car or the actual price of the Motor Car whichever is less to Rao Saheb R.T. Kaatarki, LL.B., Assistant Remembrancer of Legal Affairs, The advance shluld be recovered in 48 equal monthly instalments of Rs. 125 each

2. Rao Saheb R.T.Katarki should execute an agreement in Financial Rule Form No. 29-A at the time of drawing the advance. He should purchase the Motor advance is drawn and execute a mortgage bond and send it to the Accountant General Bombay for examination before it is submitted to Government for final record.

3. Rao Saheb Katarki should hen the Motor Car insured with the Indian Insurance Companies Association Pool, Industrial Assurance Building, Churchgate Street, Bombay and forward the insurance certificate to the Accountant General, Bombay for inspection.

4. The advance will bear interest a t 3½ peree cent.

By order of the Governor of Bombay,

Sd.-

P.N.LAD,
Secretary to Government.

To

The Accountant General, Bombay,

The Finance Department,

Rao Saheb R.T. Kartarki, LL.B.

K.N.P.
22/5
4.C.

AN AGREEMENT made the 26th day of April one thousand nine hundred and forty eight BETWEEN rao Saheb Ramappa Tamappa Katarki, LL.B., Assistant Legal Remembrance: Legal Department, Secretariat, Bombay (hereinafter called the Borrower, which expression shall include his legal representatives and assigness) of the one part and The Governor of Bombay (hereinafter called the Governor) of the other part WHEREAS the Borrower has under the provisions of the Manual of the Financial Rules under Devolution Rule 37(e) (hereinafter regerred to as the said Manual which expression shall include any amendments thereof for the time being in force) applied to the Governor for a loan of Rs. 6,000/- for the purchase of a motor car and the Governor has agreed to lend the said anount to the Borrower on the terms and conditions hereinafter contained NOW IT IS HEREBY AGREED between the parties hereto that in consideration of thesum of Rs. 6,000/- paid by the Governor to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Governor (1) to pay the Governor the said amount with interest claculated according to the said Manual by monthly deductions from his salary as provided for by the said Manual and hereby authorises the Governor to make such deductions and (2) within one month from the date of these presents to expend the full amount of the said loan in the purchase of a motor car or if the actual price paid is less than the loan to repay the difference to the Governor forthwith and (3) to execute a document hypothecating the said motor car to the Governor as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said Manual AND IT IS HEREBY LASTLY AGREED AND DECLARED that if the motor car has bot been purchased and hypothecated as aforesaid within one monthe from the date of these presents or if the Borrower within thatés period

becames insàlvent or quits the service of Government or dies the whole amount of the lean and interest accrued thereon shall immediately become due and payable.

IN WITHNESS whereof the Borrower has hereunto set his hand the day and year first before writtem.

ಸಹಿ.-

R.T. Kamarki,

SIGNED by the said Ramappa Tamappa Kararki, LL.B.,

in the presence of

Received from the Accountant General, Bombay the sum of Rs. 6,000/- (Rupees ~~five~~ six thousand only) sanctioned by Govt Government Resolution in the Legal Department, No.4092 dated the 28th April 1948, as an advance for the purchase of a motor car.

Sd.- R.T. Katarki
~~P.M.LAD~~

Assistant Remembrancer of Legal Affairs.

Bombay Castle,
April 1948.

Certified that the agreement in Financial Rule Form No. 29-A has been signed by Rao Saheb R.T.Katarki to whom the advance has been given and that it has been examined and found to be in order.

Sd.-
P.M.LAD

29/

O.C. Secretary to Government.
Legal Department.

Bombay Castle,
April 1948.

THIS INDENTURE made this 28th day of June 1948 One thousand nine hundred and forty eight BETWEEN Rao Saheb Ramappa Tamappa Katarki, LL.B., Assistant Legal Remembrancer, Legal Department, Secretariat, Bombay (hereinafter called 'the Borrower') of the one part and the Governor of Bombay (hereinafter called the Governor') of the other part.

WHEREAS the Borrower applied for and has been granted an advance of Rupees six thousand to purchase a Motor Car on the terms of Financial Rule 296 of the Manual of Financial Rules uumder Devolution Rule 37(e) (hereinafter referred to as 'the said Manual' which expression shall include any amendment thereof or addition thereto for the time being in force) AND WHEREAS one of the conditions ypon which the said advance was granted to the Borrower was that the Borrower would hypothecate the said Motor Car to the ~~Governor as security for the amount lent to the~~ Governor as security for the amount lent to the Borrower AND WHEREAS the Borrower has purchased with or partly with the amount so advanced as aforesaid the Motor Car particulars whereof are set out in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Governor the sum of Rs. 6,000/- aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payments of Rs. 125 each on the first day of every month and will pay interest on the sum sum for the time being remaining due and owing calculated according to the said Manual and the

Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said Manual, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Governor the Motor Car the particulars whereof are set out in the Schedule hereunto written by way of security for the said advance and the interest thereon as required by the said Manual.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Car and that the same is his absolute property and that he has not pledged and so long as any moneys remain payable to the Governor in respect of the said advance will not sell, pledge or part with the property in or possession of the said Motor Car PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cease to be in the service of the Governor or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Car or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgment against the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the Governor may on the happening of any of the events hereinbefore mentioned seize and take possession of the said Motor Car and either remain in possession thereof without removing the same or else may remove and sell

the said Motor Car either by public auction or private contract and may out of the sale moneys retain the balance of the said advance then remaining unpaid and any interest due thereon falculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realising his rights hereunder and shall pay over the surplus if any, to the Borrower, his executors, administrators of personal representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor Car shall not prejudice the right of the Governor to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor-Car being sold the amount bywhich the net sale proceeds fall short of the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Governor he, the Borrower, will insure and keep insured the said Motor Car against loss or damage by fire theft, or accident with an Insurance Company to be approved by the Government of Bombay and will produce evidence to the satisfaction of the Accounts Officer that the Motor Insurance Company with whom the said Motor Car is insured have received notice thatthe Governor is interested in the Police. AND the Borrower hereby further agrees that he will not permit or suffer the said Motor Car to be destroyed or injureed or to deteriorate in a greater degree than it would deterioriate by reasonable wear and tear thereof AND futher that in the event of any damage or accident happening to the said

Motor Car the Borrowe will forthwith have the same repaired and made good.

IN WITNESS whereof the said Rao Saheb Ramappa tamappa Karerké, LL.B., Assistant Legal Remembrancer, Legal Department, (Borrower) hath hereunto set his hand the day and the year first anove written.

THE SCHEDULE.

Description of Motor Car

Maker's name	Hindustan.
Description	1948 saloon.
No. of Cylinders	4.
Engine Number	61789.
Chassis No.	SM/TN 58538.
Cost Price.	Rs.8,300/-

Signed by the Borrower

Sd.-
R.T.Karearki.

in the present of :-

R.M. Mehta

K.N.P.
22/5
4.C.

Advance
Motor Car - .-
Palekar Mr. S.B., Deputy Secretary to Government, Legal Department.

GOVERNMENT OF BOMBAY,
Legal Department,
Resolution No. 955/
Bombay Castle, 27th September 1947.

Letter from Mr. S.B.Palekar, LL.B., Deputy Secretary to the Government of Bombay, Legal Department, dated the 25th July 1947:-

"I have the honour to state that I intend to purchase a new motor car for my use. I therefor request you to be so good as to move Government to sanction to me, under rule 296 of the Financial Rules under Devolution Rule 37(e), an advance of Rs.8850/- for the purchase of a motor car. The advance will be repaid in 48 equal instalments which may be fixed under rule 296(4) of the said rules.

I may state for your information that I had applied for an advance for the purchase of a motor car while I was an Assistant Judge and Additional Sessions Judge at Belgaum, but the advance though sanctioned was not availed of by me."

Memorandum to the Accountant General, Bombay, No.7869, dated the 31st July 1947 - Forwarding the above for favour of report.

Memorandum from the Accountant General, Bombay, No.G.IV-3362, dated the 19th August 1947:-

"Funds to the extent of Rs.808/- only are available to meet the payment of the advance of Rs.8850/- for the purchase of a motor car applied for by Mr.S.B.Palekar, Deputy Secretary to the Government of Bombay, Legal Department. If Government consider that the possession of a motor car by the officer is essential and sanction the advance, necessary additional provision will have to be made.

The advance of Rs. 3000/- already sanctioned to the officer in Government Resolution, Home Department No. S. 181 (a)/4, dated the 14th March 1947, was not drawn by him.

The advance, if sanctioned, will bear interest at 3½%."

RESOLUTION - Sanction is accorded to the grant of an advance of Rs.8,850/- (Rupees eight thousand, eight hundred and fifty only) for the purchase of a Motor Car or the actual price of the motor car whichever is less to Mr. S.B. Palekar, LL.B., Deputy Secretary to Government, Legal Department. The advance should ne recovered in 47 equal monthly instalments Rs. 185/- each and the 48th instalment of Rs.202/-

2. Mr. Palekar should execute an agreement in Financial Rule Form No.29-A at the time of drawing the advance. He should purchase the motor car within one month from the date on which the advance is drawn and execute a mortgage bond and send it to the Accountant General, Bombay, for examination befor e it is submitted to Government for final record.

3. Mr. Palekar should get the motor car insured with the Indian Insurance Companies' Association Phàl, Industrial Assurance Building Churchgate Street, Bombay, and forward the insurance certificate to the Accountant General, Bombay for inspection.

4. The advance will bear interest at 3½ per cent. per annu

5. The charge is debitanle to "Loans and Advances by

Provincial Government Loans to Government servants - Advance for purchase of motor Conveyances". The source to meet the excess expenditure will be pointed out by the Finance Department in due Course.

By order of the Governor of Bombay,

Sd.-
P.M.LAD

O.C. Secretary to Government .

To

The A ccountant General, Bombay,

The Finance Department,

S.B. Palekar, Esquire, LL.B.

Orders issued in consultation with the A.G. Bombay, & Finance Department. Notes remain in this Department and can be seen when required.

K.N.P.
22/5
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